



Serial No.: 10/732,802
Attorney Docket No.: 505827-0007

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Patent Owner : Lohmann & Rauscher GmbH
Serial No. : 10/732,802
Filed Date : December 11, 2003
Title : MICROBIAL CELLULOSE WOUND DRESSING
FOR TREATING CHRONIC WOUNDS
Group/Art Unit : 1616
Examiner : Edward J. Webman
Atty. Docket No. : 505827-0007

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

**POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST
(REVOCATION OF PRIOR POWERS)**

As assignee of record of the above-identified application:

REVOCATION OF PRIOR POWERS OF ATTORNEY

all powers of attorney previously given are hereby revoked; and

NEW POWER OF ATTORNEY

I hereby appoint the patent practitioners associated with Customer Number:

27910

namely, Stinson Morrison Hecker LLP, 1201 Walnut, Suite 2900, Kansas City, Missouri 64106-2150, telephone (816) 842-8600, as my attorneys, with full power of substitution, to prosecute this application, to make alterations and amendments therein, to receive the patent, and to transact all business in the Patent Office connected therewith in my behalf.

Certificate of Mailing Under 37 C.F.R. 1.8

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on:

Date: April 18, 2007
Signature: Mary E. Menard
Printed Name: Mary E. Menard

DB03 505827.0007 7471131.1

The Director is hereby authorized to charge any additional amount required, or credit any overpayment, to Deposit Account No. 19-4409.

Serial No.: 10/732,802
Attorney Docket No.: 505827-0007

Direct all telephone calls to: **Lana M. Knedlik**, Telephone (816) 842-8600
Facsimile (816) 691-3495

Assignments recorded in application Serial No. 10/732,802:

Assignment of the parent application, Serial No. 10/132,171, from Gonzalo Serafica, Richard Mormino, Gerry Ann Oster, Kevin E. Lentz & Kevin P. Koehler to Xylos Corporation recorded in the U.S. Patent and Trademark Office on July 24, 2002 at Reel 013122, Frame 0550.

Assignment from Xylos Corporation to Lohmann & Rauscher GmbH recorded in the U.S. Patent and Trademark Office on April 2, 2007 at Reel 019099, Frame 0679.

Recorded herewith.

Filed for recordation in the Patent and Trademark Office on [Date]. The Notice of Recordation has not yet been received.

ASSIGNEE STATEMENT

Attached to this power is a "STATEMENT UNDER 37 C.F.R. § 3.73(b)."

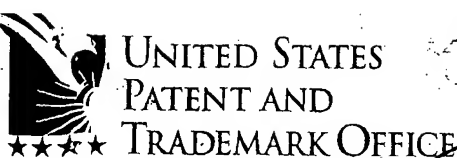
Signed this 11th day of April, 2007.

LOHMANN & RAUSCHER GMBH

Signed: 

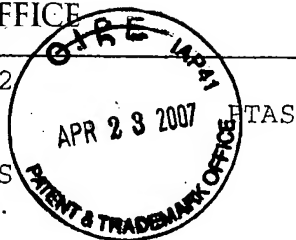
Name: Dr. Helmut Leuprecht / Wolfgang Suehle

Title: President & CEO / Executive Vice
President



SEPTEMBER 26, 2002

FOLEY & LARDNER
STEPHEN B. MAEBIUS
300 K STREET, N.W.
SUITE 500
WASHINGTON, D.C. 20007-5143



Under Secretary of Commerce For Intellectual Property and
Director of the United States Patent and Trademark Office
Washington, DC 20231
www.uspto.gov



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UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 07/24/2002

REEL/FRAME: 013122/0550
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
SERAFFICA, GONZALO

DOC DATE: 06/21/2002

ASSIGNOR:
MORMINO, RICHARD

DOC DATE: 07/02/2002

ASSIGNOR:
OSTER, GERRY ANN

DOC DATE: 06/20/2002

ASSIGNOR:
LENTZ, KEVIN E.

DOC DATE: 06/21/2002

ASSIGNOR:
KOEHLER, KEVIN P.

DOC DATE: 07/01/2002

ASSIGNEE:
XYLOS CORPORATION
877 25TH STREET
WATERVLIET, NEW YORK 12189

013122/0550 PAGE 2

SERIAL NUMBER: 10132171
PATENT NUMBER:

FILING DATE: 04/26/2002
ISSUE DATE:

TONYA LEE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS



Serial No.: 10/732,802
Attorney Docket No.: 505827-0007

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Patent Owner : Lohmann & Rauscher GmbH
Serial No. : 10/732,802
Filed Date : December 11, 2003
Title : MICROBIAL CELLULOSE WOUND DRESSING
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Group/Art Unit : 1616
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Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

**STATEMENT UNDER 37 C.F.R. § 3.73(b) –
ESTABLISHING RIGHT OF ASSIGNEE TO TAKE ACTION**

Lohmann & Rauscher GmbH ("Assignee"), a corporation organized under the laws of the Republic of Austria, states that it is:

1. the assignee of the entire right, title, and interest; or
2. an assignee of an undivided part interest

in the patent application/patent identified above by virtue of either:

- A. Assignments from the inventor, a copy of which is attached.

AND/OR

- B. A chain of title from the inventors of the patent application/patent identified above to the current assignee as shown below.

Certificate of Mailing Under 37 C.F.R. 1.8
I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to Commissioner for Patents, PO Box 1450, Alexandria, VA 22313-1450, on:
Date: April 18, 2007
Signature: Mary E. Menard
Printed Name: Mary E. Menard
Fehler! Unbekannter Name für Dokument-Eigenschaft.

The Director is hereby authorized to charge any additional amount required, or credit any overpayment, to Deposit Account No. 19-4409.

1. Assignment of the parent application, Serial No. 10/132,171, from Gonzalo Serafica, Richard Mormino, Gerry Ann Oster, Kevin E. Lentz & Kevin P. Koehler to Xylos Corporation recorded in the U.S. Patent and Trademark Office on July 24, 2002 at Reel 013122, Frame 0550.
2. Assignment from Xylos Corporation to Lohmann & Rauscher GmbH recorded in the U.S. Patent and Trademark Office on April 2, 2007 at Reel 019099, Frame 0679.

Copies of assignments or other documents in the chain of title are attached.

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

Signed this 11th day of April, 2007.

LOHMANN & RAUSCHER GMBH

Signed: 

Name: Dr. Helmut Leuprecht / Wolfgang Suessle

Title: President & CEO / Executive Vice
President

07-30-2002

REC



SHEET

102172570

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

Gonzalo Serafica (June 21, 2002)
 Richard Mormino (July 2, 2002)
 Gerry Ann Oster (June 20, 2002)
 Kevin E. Lentz (June 21, 2002)
 Kevin P. Koehler (July 19, 2002)

Name and address of receiving party(ies):

Xylos Corporation
 877 25th Street
 Watervliet, New York 12189

Additional conveying party(ies):

NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

(see above)

Additional name(s) & address(es) attached? NO

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

10/132,171

B. Patent Number(s):

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Stephen B. Maebius
 FOLEY & LARDNER
 Washington Harbour
 3000 K Street, N.W., Suite 500
 Washington, D.C. 20007-5143

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

☒ Check Enclosed

Charge to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Stephen B. Maebius

July 24, 2002

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 4

07/29/2002 DBYRNE 00000041 10132171

01 FC:581

40.00

ASSIGNMENT AND AGREEMENT

WHEREAS, Gonzalo Serafica of 34 College Avenue, Troy, New York 12180; Richard Mormino of 5 Ames Avenue, Round Lake, New York 12151; Gerry Ann Oster of 145 Columbia Avenue, Hatfield, Pennsylvania 19440; Kevin E. Lentz of 419 Brookside Drive, Perkasio, Pennsylvania 18944; and Kevin P. Koehler of 51 Chingarora Avenue, Keyport, New York 07735; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **MICROBIAL CELLULOSE WOUND DRESSING FOR TREATING CHRONIC WOUNDS** (Atty. Dkt. No. 079579-0114) for which an application for United States Letters Patent was filed on April 26, 2002 as Application No. 10/132,171; and

WHEREAS, Xylos Corporation, a corporation duly organized and existing under the laws of the State of New York, and having its principal place of business at 877 25th Street, Watervliet, New York 12189 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of

attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 21 day of June, 2002.



GONZALO SERAFICA

Executed this 2 day of July, 2002.



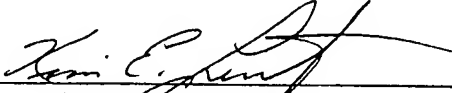
RICHARD MORMINO

Executed this 20 day of June, 2002.



GERRY ANN OSTER

Executed this 21 day of June, 2002.



KEVIN E. LENTZ

Executed this 1 day of July, 2002.



KEVIN P. KOEHLER



United States Patent and Trademark Office

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Assignments on the Web > Patent Query

Patent Assignment Details

NOTE: Results display only for issued patents and published applications. For pending or abandoned applications please consult USPTO staff.

Reel/Frame: 019099/0679

Pages: 6

Recorded: 04/02/2007

Attorney Dkt #: 505827-0003

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Total properties: 6

1	Patent #: NONE	Issue Dt:	Application #: 10132171	Filing Dt: 04/26/2002
	Publication #: <u>US20030203012</u>	Pub Dt: 10/30/2003		
	Title: MICROBIAL CELLULOSE WOUND DRESSING FOR TREATING CHRONIC WOUNDS			
2	Patent #: NONE	Issue Dt:	Application #: 10173576	Filing Dt: 06/18/2002
	Publication #: <u>US20030203013</u>	Pub Dt: 10/30/2003		
	Title: Microbial cellulose wound dressing for treating chronic wounds			
3	Patent #: NONE	Issue Dt:	Application #: 10345394	Filing Dt: 01/16/2003
	Publication #: <u>US20040142019</u>	Pub Dt: 07/22/2004		
	Title: Microbial-derived cellulose amorphous hydrogel wound dressing			
4	Patent #: NONE	Issue Dt:	Application #: 10425978	Filing Dt: 04/30/2003
	Publication #: <u>US20040028722</u>	Pub Dt: 02/12/2004		
	Title: Microbial cellulose wound dressing for treating chronic wounds			
5	Patent #: NONE	Issue Dt:	Application #: 10732802	Filing Dt: 12/11/2003
	Publication #: <u>US20040161453</u>	Pub Dt: 08/19/2004		
	Title: Microbial cellulose wound dressing for treating chronic wounds			
6	Patent #: NONE	Issue Dt:	Application #: 10864804	Filing Dt: 06/10/2004
	Publication #: <u>US20050019380</u>	Pub Dt: 01/27/2005		

Title: Microbial cellulose wound dressing for treating chronic wounds

Assignor

1 XYLOS CORPORATION

Exec Dt: 03/01/2007

Assignee

1 LOHMANN & RAUSCHER GMBH

KIRCHENGASSE 17

2525 SCHOENAU AN DER TRIESTING, AUSTRIA

Correspondence name and address

LANA M. KNEDLIK

1201 WALNUT STREET, SUITE 2900

STINSON MORRISON HECKER LLP

KANSAS CITY, MO 64106-2150

Search Results as of: 04/12/2007 10:01 AM

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Web interface last modified: February 22, 2007 v.2.0

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ASSIGNMENT
(Patents)

WHEREAS, XYLOS CORPORATION, a corporation duly organized under the laws of the State of Delaware, and having its principal place of business at 838 Town Center Drive, Langhorne, Pennsylvania 19047 (hereinafter "Assignor"), is the owner of the patents and/or applications listed in the attached Schedule of Patents (hereinafter "Patent Properties"); and

WHEREAS, LOHMANN & RAUSCHER GMBH, a corporation organized under the laws of the Republic of Austria, and having its principal place of business at Kirchengasse 17, 2525 Schoenau an der Triesting, Austria (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to the Patent Properties and to the inventions therein disclosed;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and convey unto Assignee, its successors and assigns, the entire right, title and interest in and to the Patent Properties and the inventions therein disclosed, including any divisionals, continuations, continuations in part, extensions, renewals, and reissues thereof throughout the world; and in and to all applications for patents or similar legal protection that may hereafter be filed for said inventions in any country, all patents or similar legal protection that may be granted for said inventions in any country and all extensions, renewals and reissues thereof or legal equivalent thereof; the same to be held and enjoyed by Assignee for its own use and the use of its successors and assigns, to the full end of the term for which the Patent Properties may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.

Assignor agrees to cooperate with Assignee so that Assignee may enjoy to the fullest extent the right, title and interest conveyed in this Assignment. Such cooperation shall include:

1. Prompt execution of all papers, to be prepared at the expense of Assignee, that are deemed necessary or desirable by Assignee to perfect the right, title and interest conveyed in this Assignment.

2. Prompt execution of all petitions, oaths, specifications, declarations or other papers, to be prepared at the expense of Assignee, that are deemed necessary or desirable by Assignee for prosecuting the applications identified in this Assignment, for filing and prosecuting substitute, divisional, continuation, continuation in part, extension, renewal or additional applications in the United States or foreign countries covering the Patent Properties and the inventions disclosed therein, for filing and prosecuting applications for reissuance of letters patent included in this Assignment, or for interference proceedings involving the Patent Properties and the inventions disclosed therein.

3. Prompt assistance and cooperation in the prosecution of legal proceedings involving the Patent Properties and the inventions disclosed therein, the applications and patents granted on the same, including oppositions, cancellation proceedings, priority contests, interferences, public use proceedings and court actions; provided, however, that any out-of-pocket expenses that may be incurred by Assignor in lending such assistance and cooperation be paid by Assignee.

Assignor hereby authorizes and requests the Director of Patents of the United States, and any official of any other country whose duty it is to issue patents or similar legal protection on said applications, to issue patents or similar legal protection for said inventions to Assignee, the same to be held by Assignee for its own use and benefit, to the full end of the term for which said patents or similar legal protection are or may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Assignor hereby covenants and warrants that as of the date hereof it is the true and lawful owner of the entire, right, title and interest in the Patent Properties and the inventions therein disclosed, that it has the full right and power to convey the same, that the same are free and clear of all liens, charges and encumbrances whatsoever (except for any actions required, including the payment of fees, after the date hereof in connection with the continuing prosecution of the Patent Properties), and that it has not executed and will not execute any agreement in conflict herewith.

Executed as of ~~February~~ ^{March} 1, 2007

XYLOS CORPORATION

By: [Signature]
Name: Mark S. McNulty
Title: CEO

ACKNOWLEDGMENT

STATE OF PA)
COUNTY OF Bucks) SS

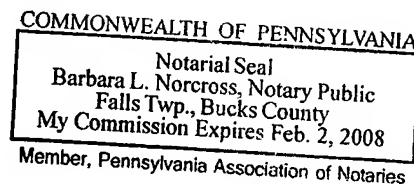
On this 22 day of Feb, 2007, before me, a Notary Public in and for the State and County aforesaid, personally appeared Mark S. McNulty, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

[Signature]
Notary Public

(SEAL)

My Commission Expires:

Feb 2, 2008



SCHEDULE OF PATENT PROPERTIES

Country	Title/Description	Serial Nos./ Patent Nos./Publication Nos.	Filing Date
1) Microbial Cellulose Wound Dressing			
US	Microbial cellulose wound dressing	US 10/132,171	26-Apr-2002
US	Microbial cellulose wound dressing	US 10/173,576	18-Jun-2002
China	Microbial cellulose wound dressing	ch02151816.5	2-Dec-2002
Hong Kong	Microbial cellulose wound dressing	hk4103080.1	30-Apr-2004
Japan	Microbial cellulose wound dressing	jp2002350445	2-Dec-2002
EPO	Microbial cellulose wound dressing	EPO 1356831 A1	24-Jun-2002
Germany	Microbial cellulose wound dressing	DE 602 03 264 T2	28-Apr-2005
UK	Microbial cellulose wound dressing	EP 02013925	24-Jun-2002
France	Microbial cellulose wound dressing	EP 1 356 831	TBD
Canada	Microbial cellulose wound dressing	2,484,953	5-Mar-2003
2) Microbial Cellulose Wound Dressing ("MCWD") containing PHMB			
US	MCWD containing PHMB	10/425,978 US2004-0028722-A1	30-Apr-2003
EPO	MCWD containing PHMB	EPO1473047	30-Apr-2004
UK	MCWD containing PHMB	EP 04010350	30-Apr-2004
Germany	MCWD containing PHMB	60 2004 002 717.0-08	11-Oct-2006
France	MCWD containing PHMB	EP 1 473 047	13-Dec-2006
Canada	MCWD containing PHMB	2,524,184	30-Apr-2004
Eurasia	MCWD containing PHMB	EA200501626	30-Apr-2003

Country	Title/Description	Serial Nos./ Patent Nos./Publication Nos.	Filing Date
3) Microbial cellulose wound dressing ("MCWD") continuation in part ("CIP")			
US	CIP 2- MCWD w/ clinical claims	10/732802	11-Dec-2003
4) Microbial cellulose ("MC") amorphous hydrogel wound dressing ("WD")			
US	MC amorphous gel wound dressing	US10/345,394	16-Jan-2003
EPO	MC amorphous gel wound dressing	EPO 1438975	4-Apr-2003
France	MC amorphous gel wound dressing	EP 1 438 975	13-Feb-2006
UK	MC amorphous gel wound dressing	EP 03007468	4-Apr-2003
Germany	MC amorphous gel wound dressing	603 02 326.6-08	16-Feb-2006
Japan	MC amorphous gel wound dressing	2004-566875	19-Jul-2005
5) Microbial cellulose wound dressing ("MCWD") continuation in part ("CIP")			
US	CIP 3- MCWD for aesthetic use	10/864,804	4-Jun-2004